



## **Purchase Order Terms & Conditions**

This Purchase Order is subject to and governed by the HEALTHÉ, INC. (“HEALTHÉ”) Purchase Order Terms & Conditions (“T&Cs”).

By accepting this order or commencing performance, whichever occurs earlier, supplier acknowledges that it has reviewed the T&Cs and agrees to be bound by them.

The T&Cs may not be amended or changed in any way except by a written document, signed by an authorized officer of HEALTHÉ, which expressly provides for such an amendment or change. Any of the supplier’s terms or conditions, which are different from or in addition to those contained in the T&Cs will not be recognized by HEALTHÉ and shall be void and of no effect, except to the extent expressly acknowledged and agreed to in writing by an authorized officer of HEALTHÉ.

All products must be shipped with a clearly marked packing slip in English that includes the following:

- HEALTHÉ PO # / HEALTHÉ Part #
- Quantity
- Commercial Invoice #
- Signed Certificate of Conformance
- If applicable, shipment must include MSDS sheet and proof of ROHS compliance.

All products must be shipped via a previously agreed upon HEALTHÉ shipping partner.

If any other shipping method is used, HEALTHÉ will not pay or reimburse the supplier for any shipping costs. For any additional routing questions / instructions, please contact the HEALTHÉ, INC. Operations Group.

Suppliers outside of the United States must agree to the following shipping terms:

- FOB (Named Port) / Incoterms 2010.

All International Shipments must include the following Customs paperwork in English:

- Commercial Invoice which includes:
  - U.S. Harmonization Code provided on the HEALTHÉ PO;
  - Country of Origin;
  - Correct Quantity;
  - Assigned shipping partners tracking information; and
  - U.S. Dollar Value from HEALTHÉ PO & Supplier Invoice.

The unit price of your commercial invoice, the HEALTHÉ PO and your billing invoice to HEALTHÉ must constitute a three-way match.

Supplier warrants that all products delivered to HEALTHÉ shall (i) be free from defects in workmanship; (ii) at the time of manufacture, shall conform, in all material respects, to any specifications provided by HEALTHÉ, (iii) contain all new materials, and (iv) be free of any claim that such product infringes any patent, copyright, trade secret, or other intellectual property right of any third party. The above warranty shall remain in effect for a period of five (5) years from the date any product is initially delivered to HEALTHÉ or to HEALTHÉ’s designated carrier or by supplier.

Supplier agrees to defend, indemnify and hold harmless HEALTHÉ and each of its affiliates and each of the foregoing’s stockholders, officers, and directors from and against all claims, actions, suits, proceedings, investigations, and other



liabilities, losses, claims, and reasonable costs and expenses (including reasonable attorneys' fees), whenever arising or incurred that are caused by or as a result of any breach by supplier of any obligation hereunder, including any breach of supplier's warranty and by any act of fraud, willful or intentional misconduct, or gross negligence committed by supplier or any of its employees, officers, directors, representatives, or agents in connection with the performance of supplier's obligations.

All requested International Documentation must be e-mailed to the assigned HEALTHE, INC. Operations Group Contact the day of shipping. Shipments without the proper documentation will delay the receiving and payment process.

Please email invoices to [accounting@healthelighting.com](mailto:accounting@healthelighting.com).

© 2019 Healthe, Inc.